No. 37/1
27.12.2022.

Subcontract for Novi Sad station indoor lighting installation.

诺维萨德车站室内照明装置分包合同。。

АНЕКС УГОВОРА О КОНЗОРЦИЈУМУ 37/1

ИЗОМОНТ ДОО из Београда, ул.Булевар Патријарха Германа 202, коју заступа генерални директор Живослав Марјановић,(у даљем тексту: заступник конзорцијума)

AND

1 „**БНТ ЛУХ**“д.о.о. из Београда , Ул.11. НОВА 48, коју заступа Тијана Бешић; (у даљем тексту :БНТ ЛУХ)

2. „**CALCBUSTER**“д.о.о. из Обреновца,ул.Светог Саве бб , кога заступа Слободан Шаиновић.(у даљем тексту: CALCBUSTER)

THIS SUBCONTRACT is made between:

Party A:

Izomont doo , duly incorporated pursuant to the law of the Republic of Serbia for the company, having its registered office and principal place of business at Bulevar Patrijarha Germana 202, registration no: 17337971, PIB no: 102009092, represented by Zivoslav Marjanovic, Director (hereinafter also referred to as: "**Party B**")

Party B account：170-003002478800041 Unicredit banka

Izomont doo，根据塞尔维亚共和国法律为公司正式注册成立，其注册办事处和主要营业地点为 Bulevar Patrijarha Germana 202，注册号：17337971，PIB 号：102009092，由 Zivoslav Marjanovic 代表，董事（以下简称 ："乙方" ）

乙方帐号：170-003002478800041 Unicredit banka

And

Party B:

1 „**БНТ ЛУХ**"д.о.о. из Београда , Ул.11. НОВА 48, коју заступа Тијана Бешић; (у даљем тексту :БНТ ЛУХ)

2. „**CALCBUSTER**"д.о.о. из Обреновца,ул.Светог Саве бб , кога заступа Слободан Шаиновић.(у даљем тексту: CALCBUSTER)

Whereas:

On 7.7, 2018 the Government of the Republic of Serbia, Infrastructure of Serbian Railways JSC (hereinafter referred to as: "**Employer**") and Joint venture of China Railway International Co.,

Ltd. and China Communications Construction Company Ltd entered into a Commercial Contract on modernization and reconstruction of Hungarian-Serbian Railway connection in the territory of the Republic of Serbia, For Section Novi Sad-Subotica-State Border (Kelebija) (hereinafter referred to as: "**Commercial Contract**") relating the project of modernization, reconstruction and construction of railway line on the sections of Belgrade-Budapest railway line, in particular, Section Novi Sad-Subotica-State Border (Kelebija) (hereinafter referred to as "**Commercial Contract Works**"), in Serbia (hereinafter referred to as "**Country**");

鉴于：

2018年7月7日，塞尔维亚共和国政府，塞尔维亚铁路股份公司基础设施（以下称"业主"）以及中国铁路国际有限公司和中国交通建设有限公司的合资企业开始商务合作。塞尔维亚共和国境内的匈牙利－塞尔维亚铁路连接的现代化和重建合同，涉及铁路线的现代化，重建和建设项目有关的诺维萨德至苏博蒂察（以下称为"商务合同"）在塞尔维亚（以下简称"国家"）的贝尔格莱德-布达佩斯铁路线的各个部分上，特别是诺苏部分（以下简称"商务合同工程"）；

China Railway International Co., Ltd. SERBIA OGRANAK BEOGRAD-SAVSKI VENAC and **China Railway Construction Electrification Bureau Group Co., Ltd OGRANAK BEOGRAD** signed the "Project of Modernization and Reconstruction of the Hungarian-Serbian Railway in the territory of the Republic of Serbia, Section Novi Sad-Subotica-State Border (Kelebija) Electricity and Electrification under System Integration Subcontract"(hereinafter referred to as: "**The Electrification Subcontract**") .Relating the project of Electricity and Electrification of railway line on the Section Novi Sad-Subotica-State Border (Kelebija) railway line(hereinafter referred to as: "**Electrification Subcontract Works**")

中国铁路国际有限公司塞尔维亚分公司和中国铁建电气化局集团有限公司贝尔格莱德分公司签署了"塞尔维亚共和国境内的匈牙利－塞尔维亚铁路现代化改造工程"，诺苏区段系统集成项下电力与电气化工程分包合同下"（以下简称："电气化分包合同"）。与诺苏段上的铁路电气化和电气化项目相关（以下简称："电气化分包合同"）

1.Party A is authorized to undertake all the execution of the **Electrification Subcontract Works**;

1.甲方被授权承担电气化分包工程的全部执行工作；

2.Party A, with a desire to engage Party B to carry out the works related to complete foundation construction of Transformer station powered from OCS 25/0.23 kV . Works,on the railway line from Section Novi Sad-Subotica-State Border (Kelebija) , on a subcontract basis (hereinafter referred to as the "**Subcontract Works**"), while Party B is willing to undertake all the execution of the Subcontract Works.

2.甲方，希望聘用乙方进行 25/0.23 kV OCS 供电的取电装置基础的相关工程。从诺维萨德-苏博蒂卡州边境(凯莱比贾)的铁路线上的工程，以分包方式进行(下称“分包工程”)，而乙方愿意承担分包工程的全部执行。

Party A and **Party B** have entered into a Subcontract (hereinafter referred to as the "**Subcontract**") in Belgrade on .__28__.__11__.2022 after friendly consultation. The terms and conditions are set forth as follows for both parties to comply with.

甲方和乙方在.2022 年　　月　　日经过友好协商，于贝尔格莱德签订了分包合同（以下简称“分包合同”）双方均遵守以下条款和条件。

Article 1 Definition 定义

1.1 **The Electrification Subcontract Works:** means the Electricity and Electrification works on modernization, reconstruction and construction of railway line on the Section Novi Sad-Subotica-State Border (Kelebija), that is included in contracted works undertaken by Party A.

电气化分包工程：是指从诺苏段铁路线路段上的铁路现代化，改造和建设的电力和电气化工程，包括在甲方承包的工程中。

1.2 **The Electrification Subcontract**: means China Railway International Co., Ltd. and China Railway Construction Electrification Bureau Group Co., Ltd OGRANAK BEOGRAD signed the "Project of Modernization and Reconstruction of the Hungarian-Serbian Railway in the territory of the Republic of Serbia, Section Novi Sad-Subotica-State Border (Kelebija) Electricity and Electrification under System Integration Subcontract"

电气化分包合同：是指中国铁路国际有限公司塞尔维亚分公司和中国铁建电气化局集团有限公司贝尔格莱德分公司在塞尔维亚共和国境内签署了“匈牙利 - 塞尔维亚铁路的现代化改造工程系统集成项下诺苏段电力与电气化工程分包合同”

1.3 **Subcontract Works:** means all works related to works related to complete Subcontract for Novi Sad station indoor lighting installation., specified in The Priced Bill of Quantities (APPENDIX 1), the content of which includes but not limited to specified and implicated works required for the execution of the items in The Priced Bill of Quantities and other works required for the project execution and/or requested by the Employer, such as personnel training, temporary operation cooperation, maintenance within the defect liability period, supply of spare parts, and technical support after the final inspection and acceptance test, etc.

1.3 分包工程:指诺维萨德车站室内照明安装的全部分包工程相关的所有工程。其内容包括但不限于为执行《工程量清单》所列项目所需的指定的和涉及的工作，以及项目执行所需和/或发包人要求的其他工作，如人员培训、临时作业合作、缺陷责任期内维修、备件供应、最终检验验收试验后的技术支持等。等。

Except otherwise approved or accepted and paid by the Employer, all expenses arise during the execution of Subcontract Works are deemed to be covered by The Priced Bill of Quantities.除由雇主另行批准或接受并支付的费用外，在分包工程执行过程中发生的所有费用均视为包含在《工程量清单》中。

1.4 Subcontract: means this Contract, namely the Subcontract signed by Party A and Party B for the execution of the Subcontract Works consisting of a Contract and its Appendixes. **分包合同：指本合同，即甲方和乙方为执行由合同及其附录组成的分包工程而签署的分包合同。**

1.5 **Subcontract Price**: means the price agreed on by Party A and Party B and defined in the Subcontract which shall be paid by Party A to Party B for completion of all the works defined in the Subcontract. The final settlement amount shall be subject to the actual completed workload.

分包价格：是指甲，乙双方约定并在分包合同中规定的价格，甲方为完成分包合同中规定的所有工程应支付给乙方的价格。 最终结算金额应以实际完成的工作量为准。

1.6 **Day**: means **calendar days**. Day：表示日历天。

Article 2 General Provisions 一般规定

2.1 Party A, intends to subcontract the works related to work defined in Clause 1.3 and APPENDIX 1 to Party B. CRIC is hereby to guarantee that Party A shall fully fulfil its obligations defined in the Subcontract to ensure due rights and interests of Party B.甲方有意将与第 1.3 条和附录 1 中定义的工作相关的工作分包给乙方。审评委在此保证，甲方将充分履行分包合同中规定的义务，以确保乙方的应有权益。

2.2 Party B sufficiently understands the content and situation of the Electrification Subcontract Works and the Subcontract Works, and also understands that Party A's responsibilities to the Employer in all the Subcontract Works as defined in the Electrification Subcontract are Party B's responsibilities to Party A in the Subcontract. Party B is willing to abide by and perform all responsibilities and obligations related to the Subcontract Works as defined in the Electrification Subcontract unless request otherwise stipulated in the Subcontract. Party B agrees to execute the Subcontract Works according to relevant terms and conditions in the Electrification Subcontract, and is willing to undertake the responsibilities and obligations defined in the Subcontract.乙方充分了解电气化分包工程和分包工程的内容和情况，并了解在电气分包合同中定义的所有分包工程中，甲方对雇主的责任是乙方在分包合同中对乙方的责任。 乙方愿意遵守并履行与电气化分包合同中定义的分包工程有关的所有责任和义务，除非分包合同另有规定。 乙方同意按照《电气化转包合同》的有关条款和条件执行转包工程，并愿意承担转包合同中规定的责任和义务。

2.3 Based on the above-mentioned conditions Party A agrees to entrust Party B with the execution of the Subcontract Works and to pay the Subcontract Price according to the actual completion of the workload in terms of the Subcontract.基于上述条件，甲方同意委托乙方进行分包工程，并根据分包合同中工作量的实际完成情况，支付分包价。

Article 3 Composition of the Subcontract

分包合同的组成

3.1 The Subcontract consists of the following documents:

(1) The Priced Bill of Quantities (Appendix 1)

(2) List of personnel from Party B (Appendix 2)

(3) Good faith compliance agreement(Appendix 3)

分包合同包括以下文件：

（1）已定价的工程量清单（附录 1）

（2）乙方人员名单（附录 2）

(3) 诚信合规协议（附录 3）

Article 4 Responsibilities of Party A 甲方的责任

4.1 As per the stipulations in the Electrification Subcontract regarding the provision of the work site by the Employer to Party A, Party A shall provide Party B with the work site and the access road for smooth passage to the site during the construction period. The costs occurred due to temporary facilities and transportation for execution of the Subcontract Works shall be borne by Party B.

根据《电气化分包合同》中关于用人单位向甲方提供工作场所的规定，甲方应向乙方提供工作场所和在施工期间顺利通向该场所的通道。 因执行分包工程而需要的临时设施和运输而产生的费用，应由乙方承担。

4.2 Party B shall be responsible for the internal and external communication and coordination during the execution of the Subcontract Works.

在分包工程的执行过程中，乙方负责内部和外部的沟通与协调。

4.3 Party A shall supervise and check Party B's actual progress, quality and safety situation from time to time. Party A's supervision and inspection shall not relieve Party B from the responsibilities of completing the Subcontract Works according to the requirements in the Subcontract. Party A has the right to request Party B to remedy or rework the parts that fails to meet the standards or be proven as disqualified, or demand Party B to replace unqualified materials and equipment, or replace ineligible or incompetent personnel of Party B, including Party B's representative. If Party A demands the replacement of Party B's personnel, Party B shall send relevant successor in position within 14 days, and the handover time shall not be less than one month.

甲方应不时监督检查乙方的实际进度，质量和安全状况。 甲方的监督检查不得免除乙方按照分包合同的要求完成分包工程的责任。 甲方有权要求乙方对不符合标准或被证明不合格的零件进行补救或返工，或要求乙方更换不合格的材料和设备，或更换乙方（包括乙方）不合格或不称职的人员 B 的代表。 甲方要求更换乙方人员的，乙方应在十四日内将相关继任人上任，交接时间不得少于一个月。

4.4 According to Party B's written request and plan, Party A shall organize communication and negotiation with respect to design, technology and construction between Party B and the Employer or its representative, and make arrangement for Party B to participate in the working meetings regarding the design and execution of various works interfaces organized by the Employer.

甲方根据乙方的书面要求和计划，组织乙方与用人单位或其代表进行有关设计，技术和施工的沟通和谈判，并安排乙方参加有关设计和施工的工作会议。 执行雇主组织的各种工作接口。

4.5 Party A shall facilitate the work connection and coordination between Party B and other working parties so that Party B can proceed smoothly according to the approved design and construction plans.

甲方应促进乙方与其他工作组之间的工作联系与协调，使乙方能够按照批准的设计施工计划顺利进行。

4.6 In the event of a standstill or suspension of works that are caused by the fault of the Party A, all costs are borne by Party A. In the event of a standstill or suspension of works that are caused by the fault of the Party B, all costs are borne by Party B. If the project is suspended or suffers losses due to the responsibility of the owner or a third party during the construction process, both Parties are responsible for themselves.

如果由于甲方的过失导致工程停顿或中止，则所有费用均由甲方承担。如果由于乙方的过失而造成工程停顿或中止， 所有费用均由乙方承担。如果在建设过程中由于业主或第三方的责任导致项目暂停或蒙受损失，则双方均应自行负责。

Article 5 Responsibilities of Party B 乙方的责任

5.1 Abide the Subcontract, conscientiously execute and complete all the work contents of the Subcontract works according to the construction time, quality standards and norms according to the Contract (the Electrification Subcontract and to the Subcontract) and the instructions of the Employer or Party A.

遵守分包合同，按照合同（电气化分包合同和分包合同）以及用人单位或甲方的指示，按照施工时间，质量标准和规范，认真执行并完成分包工程的所有工作内容。

Party B is fully responsible for quality of the project, equipment and materials, the safety in construction and the timely completion of the project. If Party B is not able to or will be not able to complete Subcontract Works before the deadline specified in this Subcontract, Party A has the right to cancel this contract and nominate other third party company as Party B to fulfil the rest part of the Subcontract Works. If rework is caused by Party B, the rework cost shall be borne by Party B.

乙方对项目质量，设备和材料，施工安全和项目的及时完成负全责。 如果乙方在本分包合同规定的期限之前无法或将无法完成分包工程，则甲方有权取消本合同并指定其他第三方公司作为乙方来履行分包合同的其余部分 作品。 如果返工是由乙方造成的，则返工费用应由乙方承担。

On the basis of Party A requirements, Party B shall submit detailed project management plan (including the Work Plan, Quality Control Plan and Safety Control Plan, Supply Plan, List of workers,), as well as all other documents required by the laws and regulations of Republic of Serbia. The plan shall be executed on Party A's approval.

根据甲方的要求，乙方应提交详细的项目管理计划（包括工作计划，质量控制计划和安全控制计划，供应计划，工人名单），以及法律和法规要求的所有其他文件。 塞尔维亚共和国法规。 该计划须经甲方批准后执行。

Party B should dispatch personnel strictly according to the list of names stipulated in the Subcontract. If there is any change of the names on the list, replacement should be those with equivalent education level, professional title and similar experience subject to Party A's approval.

乙方应严格按照分包合同规定的人员名单派遣人员。 如果名单上的名字有任何变化，应替换具有相同学历，专业职称和类似经验的名单，但须经甲方批准。

5.2 Party B should, in compliance with related provisions as stipulated in the Subcontract, take on all the responsibilities and obligations of Party A under the Electrification Subcontract relating to the Subcontract Works, as well as to all responsibilities and obligations of the Party A in accordance with applicable laws and regulations, and bear all the relevant risks

and responsibilities. Party B shall be responsible for all the materials and work relating to the Subcontract Works s installation of installation and materials construction of civil works, required by Party B itself , construction of interfaces related to the project construction and/or the Employer's requirement, warranty maintenance of the local part, relevant personnel training as requested by the Employer and/or required by the Project, cooperation in the temporary operation and maintenance of Party B's own work in the warrant period. Party B shall bear all the costs and expenses in relation to the above mentioned. In the execution of the Subcontract works, if Party B's behaviour or negligence causes Party A to breach the Electrification Subcontract, or if Party B breaches the Subcontract, Party B should compensate Party A for the losses thus incurred thereafter.

乙方应按照分包合同中规定的有关规定，承担甲方根据与分包工程有关的电气化分包合同的所有责任和义务，并承担乙方的所有责任和义务。遵守适用的法律和法规，并承担所有相关的风险和责任。乙方应自行负责与分包工程的土建工程安装和材料施工有关的所有材料和工作，与工程建设有关的接口的建设和/或用人单位的要求，保修维护在当地，根据雇主的要求和/或项目的要求，对相关人员进行培训，在保证期内有效地配合乙方的临时工作和维护自己的工作。乙方应承担与上述有关的所有费用。在执行分包工程时，如果乙方的行为或过失导致甲方违反了电气化分包合同，或者如果乙方违反了分包合同，则乙方应赔偿甲方由此产生的损失。

5.3 Party B is obligated to submit monthly to Party A Work Progress Schedule and other forms and documents that may be required by Party A to ensure the completion of the Subcontract works as per Work Progress Schedule.

乙方有义务每月向甲方提交工作进度表以及甲方为确保分包合同工作按工作进度表完成而可能需要的其他表格和文件。

5.4 Party B is obligated to abide by the Serbian laws; comply with the administrative rules and regulations of local authorities regarding the traffic around the worksite, construction noise, environmental protection and safety and civility in construction, as well as to any other applicable law or regulations in relation to the subcontract works.

乙方有义务遵守塞尔维亚法律； 遵守地方当局关于工地周围交通，建筑噪音，环境保护和建筑安全与文明的行政法规，以及与分包工程有关的任何其他适用法律或法规。

5.5 Party B is obligated to cooperate with and make it convenient for supervision and inspection of the Employer, the Employer's representative and Party A. In the event of exceptional cases or accidents, Party B should immediately notify Party A while taking active and effective remedy measures.

乙方有义务与雇主，雇主代表和甲方进行合作，以方便监督和检查。万一发生特殊情况或事故，乙方应立即通知甲方，并采取积极有效的补救措施。

5.6 Party B is obligated to provide and employ on the construction site such skilled, semiskilled and unskilled employees and workers as is necessary for the proper and timely execution of the Subcontract. The Party B shall be responsible for the recruitment, transportation, and accommodation and catering of all employees and workers required for the execution of the Subcontract and for all payments in connection therewith. The Party B shall at all times during the progress of the Subcontract use its best endeavour to prevent any unlawful, riotous or disorderly conduct or behaviour by or among its employees and workers. 乙方有义务在建筑工地上提供和雇用适当，及时执行分包合同所需的熟练，半熟练和非熟练雇员。 乙方应负责执行分包合同所需的所有雇员和工人的招募，运输，住宿和餐饮以及与此有关的所有付款。 乙方应在分包合同制定过程中始终竭力防止其雇员和工人之间的任何非法，暴乱或无序的行为或行为。

5.7 Party B should be fully responsible for the safety in construction of the Subcontract works. Accordingly Party B should set up a sound and necessary safety and security system to ensure personnel safety of its staff, local employees and workers and provide them with the safety equipment. It should commit itself to accident occurred and problems and damages arising from the accident. (The related losses caused by Party B, such as the owner, Party A's personnel and property, etc. shall be borne by Party B)

乙方应对分包工程的施工安全负全部责任。 因此，乙方应建立健全和必要的安全保障体系，以确保其工作人员，当地雇员和工人的人员安全，并向他们提供安全设备。它应该对发生的事故以及事故引起的问题和损害承担责任。 （乙方造成的相关损失，如所有者，甲方人员和财产等，应由乙方承担）

5.8 The Value Added Tax amount calculated according to the related laws is not included in the Subcontract price. All taxes and fees (including salary tax and mandatory social contributions of Party B's personnel), exclusive of VAT shall be borne by Party B.

根据相关法律计算的增值税金额不包括在分包合同价格中。 所有税费（包括薪金税和乙方人员的强制性社会贡献），不包括增值税，均应由乙方承担。

5.9 Party B should not assign the Subcontract Works to any third party without written approval of Party A.

未经甲方书面批准，乙方不得将分包工程转让给任何第三方。

5.10 During the execution of the subcontract, Party B shall actively cooperate with Party A with internal and external communication and coordination.

在分包合同执行过程中，乙方应与甲方进行内部和外部的沟通与协调。

5.11 Party B is obliged to assist party A to filling out the project log during construction works, records of construction process, and records of hidden works and retain image data.

乙方有义务协助甲方在施工过程中填写项目日志，施工过程记录，隐藏工程记录并保留图像数据。

5.12 Party B shall arrange the security personnel for on-site protection, and party B shall provide the safety protective equipment for on-site construction.

乙方应安排安全人员进行现场保护，乙方应提供现场施工安全保护设备。

5.13 Party B guaranties that they have all licenses that are required for the subcontract works. If Party B doesn't have required licenses, Party A will have the right to terminate this agreement based on this fact.

乙方保证他们拥有分包工程所需的所有许可证。 如果乙方没有所需的许可证，则甲方有权基于此事实终止本协议。

Article 6 Construction Period, Defect Liability Period

工期和缺陷责任期

6.1 All the procurement and installation work in annex 1 shall be completed before May 20, 2023, and all the commissioning, commissioning and acceptance work shall be completed before May 25, 2023.

If party A issues a new dynamic construction plan ,the construction period of Party B shall be determined according to Party A's dynamic construction plan.

Party B shall commence the Subcontract Works within 3 days after the Subcontract enters into force (Article 14 of the Subcontract).

Party B shall commence and complete the Subcontract works according to the Construction Schedule which is approved by Party A. The extension of construction period shall conform to the relevant terms and conditions defined in the Electrification Subcontract and shall be approved by the Employer or its representative and Party A.

The requirements concerning the construction shall be in accordance with the construction nodes approved by Serbian Railway.

附件 1 中的所有采购和安装工作应在 2023 年 5 月 20 日之前完成，所有的调试，调试和验收工作应在 2023 年 5 月 25 日之前完成。

甲方发布新的动态施工方案时，乙方的施工期应根据甲方的动态施工方案确定。

乙方应在分包合同生效后三天内开始分包工程（分包合同第 14 条）。

乙方应按照甲方批准的施工时间表开始并完成分包工程。延长施工期应符合电气化分包合同中规定的有关条款和条件，并应得到用人单位或其代表的批准。 甲方有关建设的要求应符合塞尔维亚铁路批准的建设节点。

6.2. The Party B shall be responsible for the deficiencies in the performed works and delivered goods for a period of 24 months from the acceptance of the works, i.e. 24 months from the receipt of the certificate of Acceptance (*Defects Liability Period*).

Any deficiency in the fulfillment of the subcontracted works shall be rectified by the Party B at its own expense. The Party B shall be free to choose the manner of rectifying the deficiency, while the rectification of the itself is the exclusive request of the Party A..

If the Party B fails to rectify the deficiencies within the specified term that is noted in the mutually agreed and signed report, the Party A shall be entitled to rectify the deficiencies itself or by engaging a third party at the expense of the Party B.

In case of the failure of the Party B to fulfill the obligations during the defect liability period, Party A has the right to use the Performance guarantee.

乙方应自工程验收起 24 个月内，即自收到验收证书起 24 个月（缺陷责任期），对已完成工程和交付的货物的缺陷负责。

履行分包工程的任何不足之处，由乙方自负纠正。 乙方可以自由选择纠正不足的方式，而其自身的纠正则是甲方的独有要求。

如果乙方未能在共同商定并签署的报告中指出的指定期限内纠正缺陷，则甲方有权自行纠正缺陷或通过聘请第三方来弥补缺陷。

乙方在缺陷责任期内未履行义务的，甲方有权使用履约担保。

Article 7 Subcontract price and Payment terms
分包价格和付款条件

7.1 The Subcontract Price shall be quoted in RSD and all payments shall be made in RSD .The contract amount is usd 22,400,480RSD,PDV excluded.

分包价格应以第纳尔报价，所有付款应以第纳尔支付。合同金额为 22,400,480 第纳尔，PDV 汇率为 0%。

7.2 The unit prices of various items in the Subcontract Works are corresponding unit prices specified in the Article 3.1 (1) (See attached Appendix 1, The Priced Bill of Quantities), Payment shall be calculated at the unit price in the attached Appendix 1 and The actual amount of qualified work completed.

分包工程中各个项目的单价是第 3.1 条第（1）款规定的相应单价（请参阅附录 1，《工程量清单》），付款应按照附录 1 和...中的单价计算。 完成合格工作的实际数量。

7.3 Party B shall, before the 28th day of each month, provide Party A with the list of contents of the project completed in the current month (application form provided by Party A), which shall be confirmed by Party A. Party A shall pay the relevant fees to Party B within one month after confirming the project contents completed by Party B until all the subcontracted works referred to in this agreement have passed the acceptance inspection.

乙方应于每月 28 日之前向甲方提供当月完成的项目清单（甲方提供的申请表），并由甲方确认。甲方应支付在确认乙方完成的项目内容后的一个月内，向乙方支付相关费用，直至本协议中提及的所有分包工程均通过了验收。

7.4 Party B shall provide party A with the performance guarantee within 10 days after signing the subcontract.. Performance guarantee in should be in the amount of 10% of the Accepted Contract Amount with validity term 28 days longer than the Defects Liability Notification Period.乙方应在签订分包合同后的 10 天内向甲方提供履约保证。履约保证额应为已接受合同金额的 10%，有效期应比缺陷责任通知期长 28 天。

7.5 If Party B needs prepayment ,Party B shall provide the advance payment guarantee to party A within 3 days after signing the subcontract. The amount of advance payment guarantee shall be 50% of the contract amount, and the term of validity shall be 28 days longer than the agreed term of subsection project acceptance. Upon receipt of the advance payment guarantee, party A shall provide party B with 50% advance payment of the contract amount.Each payment shall be deducted by 50% as the returned advance payment. Whether or not the actual completed project is consistent with the contract list, the remaining advance payment will be deducted from the last payment..If Party B does not require advance payment, please ignore this clause

如果乙方需要预付款，乙方应在签订分包合同后的三日内向甲方提供预付款保证。 预付款担保金额为合同金额的 50%，有效期应比分项项目验收的约定期限长 28 天。 甲方在收到预付款保证金后，应向乙方提供合同金额的 50%的预付款，每笔付款应扣除 50%作为返还的预付款。 无论实际完成的项目与合同清单是否一致，剩余的预付款都将从上次付款中扣除。如果乙方不需要预付款 请忽略此条款

7.6 Advance payment guarantee and Performance guarantee must be irrevocable, at the first call and pre-approved by the Party

A. 预付款保证和履约保证必须是不可撤销的，在首次通话时必须得到甲方的事先批准。

7.7 All bank guarantees described in this Article must have a clause that it is irrevocable, unconditional and payable at first call without objection according to the international rules URDG 758.根据国际规则 URDG 758，本条所述的所有银行担保必须有一个条款，即在首次致电时不得撤消，无条件且应无异议地付款。

Article 8 Variation and Compensation claim

变更和赔偿要求

8.1 Terms of contract variation:

In case of major variation in the Electrification Subcontract, the Subcontract shall vary accordingly.

合同变更条款：

如果电气分包合同有重大变更，则该分包合同应相应变更。

8.2 Additional works, decrease or increase in quantities and work settlement

In case of adjustment of price of the Electrification Subcontract or the change of construction period of Electrification Subcontract works, the Subcontract price or construction period shall be adjusted accordingly in the light of the adjustment of the price and the construction period made in the Electrification Subcontract.

追加工程，数量减少或增加以及工作结， 调整电气分包合同价格或变更电气分包工程的工期时，应根据电气分包合同的价格和工期的调整，对分包价或工期进行相应调整。

8.3 If claim for compensation occur within the scope of subcontracted works and the claim has granted by the Employer through joint efforts of Party A and Party B, the Parties agree to claim for compensation from the Employer in proportion to the actual costs.

如果赔偿要求发生在分包工程范围内，且雇主通过甲方和乙方的共同努力提出索赔，则当事双方同意按实际成本的比例向雇主索赔。

8.4 For issues of variation, price adjustment, compensation claim or extension of construction period, Party B shall do a good job of basic data collection, arrangement and archive keeping and submit them to Party A as required.

对于变更，价格调整，补偿要求或工期延长等问题，乙方应做好基础数据的收集，整理和存档，并按要求提交甲方。

Article 9 Standard specifications, Final acceptance and Quality guarantee

标准规格，最终验收和质量保证

9.1 The engineering standards and specifications related to the subcontracted works as stipulated in the Electrification Subcontract are applicable to the Subcontract works. If Party B proposed to adopt other applicable standards or specifications, it should, through Party A, obtain approval of the Employer beforehand.

电气化分包合同中规定的与分包工程有关的工程标准和规范适用于分包工程。 如果乙方提议采用其他适用的标准或规范，则应通过甲方事先获得用人单位的批准。

9.2 Party B shall make a good preparation for the final acceptance as required by the Employer. Party B shall present a complete set of completion documents with a submitted to Party A. For Final acceptance for completion of the subcontracted works, the certificate of Final acceptance for the subcontract works issued by the Employer to Party A.

乙方应为用人单位要求的最终接受做好充分的准备。 乙方应向甲方提交完整的竣工文件，并提交给甲方。为完成分包工程的最终验收，由雇主向甲方签发分包工程的最终验收证书。

Article 10 Site Clearance

10.1 In the course of carrying out the Subcontract, the Party B shall keep the construction site reasonably free from all unnecessary obstruction, store or remove any surplus materials,

clear away any wreckage, rubbish or temporary works from the construction site, and remove any Party B's Equipment no longer required for execution of the Subcontract.

在执行分包合同的过程中，乙方应合理地使施工现场免受所有不必要的障碍物的影响，存储或清除任何多余的材料，清除施工现场的残骸，垃圾或临时工程，并清除乙方的 执行分包合同不再需要的设备。

10.2 After Completion of all works under this Subcontract, the Party B shall clear away and remove all its wreckage, rubbish and debris of any kind from the construction site, and shall leave the construction site in a clean and safe condition.

在完成本分包合同规定的所有工程后，乙方应清除并清除施工现场的所有残骸，垃圾和碎屑，并应保持施工现场的清洁安全。

Article 11 Force majeure

不可抗力

11.1 "Force Majeure" shall mean any event beyond the reasonable control of the Party A or of the Party B, as the case may be, and which is unavoidable notwithstanding the reasonable care of the party affected, and shall include, without limitation, the following:

(a) war, hostilities or warlike operations (whether a state of war be declared or not), invasion, act of foreign enemy, civil war;

(b) rebellion, revolution, insurrection, mutiny, usurpation of civil or military government, conspiracy, riot, civil commotion, terrorist acts;

(c) confiscation, nationalisation, mobilisation, commandeering or requisition by or under the order of any government or de jure or de facto authority or ruler or any other act or failure to act of any local state or national government authority;

(d) strike, sabotage, embargo, import restriction, port congestion, lack of usual means of public transportation and communication, industrial dispute, shipwreck, shortage or restriction of power supply, epidemics, quarantine, plague;

(e) earthquake, landslide, volcanic activity, fire, flood or inundation, tidal wave, typhoon or cyclone, hurricane, storm, lightning, or other inclement weather condition, nuclear and pressure waves, or other natural or physical disaster;

(f) shortage of labour, materials or utilities where caused by circumstances that are caused by circumstances that are themselves force majeure,

"不可抗力" 是指超出甲方或乙方（视情况而定）的合理控制范围的任何事件，并且尽管受到受影响方的合理照顾也是不可避免的，并且包括但不限于以下情况： ：

（a）战争，敌对行动或军事行动（无论是否宣布战争状态），入侵，外国敌人的行为，内战；

（b）叛乱，革命，暴动，叛变，篡夺民政或军事政府，阴谋，暴动，内乱，恐怖行为；

（c）由任何政府或法律上或事实上的当局或统治者或任何地方州或国家政府当局的任何其他作为或不作为，或根据任何政府的命令没收，国有化，动员，指挥或征用；

（d）罢工，破坏，禁运，进口限制，港口拥堵，缺乏通常的公共运输和通讯手段，工业纠纷，沉船，电力供应不足或受到限制，流行病，检疫，鼠疫；

（e）地震，滑坡，火山活动，火灾，洪水或洪水，潮汐，台风或旋风，飓风，风暴，雷电或其他恶劣天气，核和压力波或其他自然或自然灾害；

（f）由于本身是不可抗力的情况造成的情况导致的劳动力，材料或公用事业短缺，

11.2 If either party is prevented, hindered or delayed from or in performing any of its obligations under the Subcontract by an event of Force Majeure, then it shall notify the other in writing of the occurrence of such event and the circumstances thereof within three (3) days after the occurrence of such event.

如果一方因不可抗力事件而被阻止，阻碍或延迟履行分包合同项下的任何义务，则应在三（3）天内将发生该事件的情况及其情况书面通知另一方。 此类事件发生后的几天。

11.3 The party who has given such notice shall be excused from the performance or punctual performance of its obligations under the Subcontract for so long as the relevant event of Force Majeure continues and to the extent that such party's performance is prevented, hindered or delayed.

只要发生不可抗力的相关事件并在防止，阻碍或延迟该方履行的范围内，给予此类通知的一方应免于履行或准时履行其在分包合同下的义务。

11.4 The party or parties affected by the event of Force Majeure shall use reasonable efforts to mitigate the effect thereof upon its or their performance of the Subcontract and to fulfil its or their obligations under the Subcontract, but without prejudice to either party's right to terminate the Subcontract.

受不可抗力事件影响的一方或多方应尽合理的努力减轻其对分包合同的履行的影响并履行其在分包合同下的义务，但不得损害任何一方终止分包合同的权利。 。

11.5 No delay or non-performance by either party hereto caused by the occurrence of any event of Force Majeure shall:

(a) constitute a default or breach of the Subcontract; or

(b) give rise to any claim for damages or additional cost or expense occasioned thereby,

if and to the extent that such delay or non-performance is caused by the occurrence of an event of Force Majeure.

不可抗力的任何事件引起的任何一方的延误或不履行均不得：

（a）构成对分包合同的违约或违反； 要么

（b）对由此引起的损害或额外成本或费用提出任何索赔，

这种延误或不履行是由不可抗力事件引起的。

11.6 If the performance of the Subcontract is substantially prevented, hindered or delayed for a single period of more than sixty (60) days or an aggregate period of more than one hundred and twenty (120) days on account of one or more events of Force Majeure during the currency of the Subcontract, the parties will attempt to develop a mutually satisfactory solution, failing which either party may terminate the Subcontract by giving a notice to the other

.如果由于一项或多项不可抗力事件而基本上阻止，阻碍或延迟了超过六十（60）天的单个期间的履行或延迟了一百二十（120）天的总计期间 在分包合同流通期间，双方将尝试制定一种相互满意的解决方案，否则任何一方都可以通过通知另一方来终止分包合同。

Article 12 Responsibilities for breach of Contract 违约责任

12.1 Breach of the Contract

违反合同

12.1.1 In case Party A does not honour the Subcontract or does not fulfil its obligations as stipulated in the Subcontract, Party A shall be liable for breach of Contract and shall compensate Party B for its economic losses due to the breach.

甲方不履行分包合同或未履行分包合同规定的义务的，甲方应承担违约责任，并赔偿乙方因违反合同造成的经济损失。

12.1.2 In case Party B does not fulfil its obligations specified in the Subcontract or does not fulfil subcontract-specified obligations, Party B shall be liable for breach of the Contract and shall compensate Party A for its economic losses due to the breach.

乙方不履行分包合同规定的义务或者不履行分包合同规定的义务的，乙方应承担违反合同的责任，并赔偿甲方因违反合同造成的经济损失。

12.2 In case the breach of Subcontract due to default of Party B has caused breach of contract as Party A to the Employer which results in punishment on Party A imposed by the Employer, Party B shall bear the loss suffered by Party A as punishment imposed by the Employer.

因乙方违约造成的分包合同违约，导致甲方与用人单位发生违约，导致用人单位对甲方进行处罚的，乙方应承担甲方遭受的损失，由甲方承担。 雇主。

12.3 None of the parties shall be responsible for any special, incidental, indirect, consequential damage (including but not limited to Loss of profits or income, business opportunities or business relations damage, data loss) because of this Contract or related to this Contract.

由于本合同或与本合同有关的任何特殊，偶然，间接，结果性损害（包括但不限于利润或收入损失，商机或业务关系损害，数据丢失），任何一方均不负责。

Article 13 Solution to disputes and Applicable laws 解决争端和适用法律

13.1 In case of dispute in the course of executing the Subcontract, the two parties shall consult each other in a friendly manner. In case of failure in the mutual consultation, any of the two parties can bring the case to in accordance with the arbitration regulations. The arbitration venue is the Court of Commerce and Industry of Serbia. The arbitration is final and binding for both parties. The arbitration cost shall be borne by the party who lost the case. During the arbitration, both parties shall respectively fulfil their obligations and responsibilities according to the Subcontract.

在执行分包合同的过程中如有争议，双方应友好协商。 如果双方协商失败，则任何一方均可根据仲裁规定提起诉讼。 仲裁地点是塞尔维亚工商法院。 仲裁是终局的，对双方均具有约束力。 仲裁费用由败诉方承担。 仲裁期间，双方应分别根据分包合同履行义务和责任。

13.2 The Serbia laws are applicable to establishment, effectiveness, explanation, execution and resolution of dispute related to the Subcontract.

塞尔维亚法律适用于与分包合同有关的纠纷的确立，效力，解释，执行和解决。

Article 14 Validity, Cancellation and Termination of the Subcontract

分包合同的有效性，取消和终止

14.1The Subcontract takes effect from the date when the Subcontract is signed by authorized signatories of both parties, stamped with both corporate seals. .This Subcontract will be terminated on the completion of both parties' obligations and responsibilities fulfilment.

分包合同由双方授权签字人在分包合同上签字并盖上公司盖章之日起生效。本分包合同将在双方履行义务和履行职责时终止。

14.2 The Subcontract shall be cancelled or terminated under the following circumstances:

(1) The Subcontract becomes impossible to be executed due to force majeure;

(2) The Electrification Subcontract between the Employer and Party A is cancelled;

(3) Both Parties agree to cancel the Subcontract.

In the event of the abovementioned 3cases, the two parties shall consult each other for a solution.

在下列情况下，分包合同应被取消或终止：

（1）由于不可抗力，无法执行分包合同；

（2）取消用人单位与甲方之间的电气化分包合同；

（3）双方同意取消分包合同。

如果发生上述 3 种情况，双方应相互协商以寻求解决方案。

Article 15 Notices

15.1 All notifications, requests, instructions, documents and any other type of communication between the parties hereto shall be made in accordance with the contact details (contact person, suitable address/e-mail address, phone number), as follows:

双方之间的所有通知，请求，指示，文件和任何其他类型的通信均应按照以下联系方式（联系人，合适的地址/电子邮件地址，电话号码）进行：

Party A's address for notice purposes: 甲方出于通知目的的地址：

Contact person: Liu Yuzhuang

Address: Serbia, Industrijska zona jug broj 1, Novi Sad

E-mail：240196167@qq.com

Phone: +381 668889600

Party B's address for notice purposes: 乙方出于通知目的的地址：

Contact person: Dragan Besic

Address: Bulevar Patrijarha Germana 202 Belgrade

E-mail：izomont@gmail.com

Phone:+381 638062494

15.2 All notifications, requests, instructions, documents and any other type of communication between the parties hereto shall be made in writing, except short notices and other communication not connected with the fulfilment of essential obligations from this Contract, including, but not limited to scheduling meetings between the parties.

双方之间的所有通知，请求，指示，文件和任何其他类型的通讯均应以书面形式进行，但与本合同的基本义务的履行无关的简短通知和其他通讯除外，包括但不限于安排会议双方之间。

15.3 It shall be deemed that the notification and any other type of communication has been delivered to the other Party:通知和任何其他类型的通讯应视为已送达另一方：

(a) in case of delivery by registered mail or courier, in the moment of singing the delivery receipt or 如以挂号信或快递方式交付，则在演唱交付收据时或

(b) in case of sending by e-mail, in the moment when the subject e-mail message appears in the *inbox* (*received*) folder of the e-mail recipient.如果是通过电子邮件发送，则在主题电子邮件出现在电子邮件收件人的收件箱（已接收）文件夹中的那一刻。

15.4 In case the receipt of the notification in the manner referred to in the previous paragraph occurs after 05.00pm during a business day (Monday-Friday), bearing in mind the time zone applicable in the Republic of Serbia, or on the day considered as non-business day in accordance with the regulations applicable in the Republic of Serbia, it shall be deemed to be received on the first next business day at 09.00am.如果在上一个工作日（星期一至星期五）的下午 05:00 后以上一段所述的方式收到通知，请注意塞尔维亚共和国或非塞尔维亚当日的适用时区 -按照塞尔维亚共和国适用的规定的工作日，应视为在下一个第一个工作日上午 09.00 收到。

15.5 In case of change of contact details referred to in the paragraph 15.1, the party whose contact details have been changed is obliged to inform the other party regarding such change

the next business day the latest.如果更改了第 15.1 款中提到的联系方式，则联系方式已被更改的一方有义务在下一个工作日将另一次更改通知另一方。

Article 16 Language 语言

16.1 Unless the Employer and the Party A agree to use the local language, all Subcontract Documents, all correspondence and communications to be given, and all other documentation to be prepared and supplied under the Subcontract shall be written in English, and the Subcontract shall be construed and interpreted in accordance with that language.

除非用人单位和甲方同意使用当地语言，否则所有分包合同文件，应提供的所有信函和通讯以及根据分包合同准备和提供的所有其他文件均应以英文书写，并且应解释该分包合同 并按照该语言进行解释。

16.2 If any of the Subcontract Documents, correspondence or communications are prepared in any language other than the governing language under paragraph 16.1 above, the English translation of such documents, correspondence or communications shall prevail in matters of interpretation.

如果根据上述第 16.1 条以主管语言以外的任何其他语言编写了任何分包合同文件，信函或通讯，则在解释方面应以此类文件，信函或通讯的英文翻译为准。

Article 17 Confidential Information

机密信息

17.1 The Party A and the Party B shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data or other

information furnished directly or indirectly by the other party hereto in connection with the Subcontract regardless of whether such information has been furnished prior to, during or following termination of the Subcontract.

甲方和乙方应保密，未经另一方书面同意，不得将任何与分包合同有关的任何文件，数据或其他信息泄露给任何第三方。 不论是否在分包合同终止之前，期间或之后提供了此类信息。

17.2 The Subcontract is confidential to any third party. Without consent in writing by Party A, Party B should not disclose the design documents or shop drawing to any third party. Without Party A`s consent in writing, Party B should not disclose any documents or materials related to the Electrification Subcontract and the Subcontract to any third party or use it for any other project other than the Electrification Subcontract project.

分包合同对任何第三方都是机密的。 未经甲方书面同意，乙方不得将设计文件或施工图透露给任何第三方。 未经甲方书面同意，乙方不得将与电气化分包合同和分包合同有关的任何文件或材料透露给任何第三方，也不得将其用于电气化分包项目以外的任何其他项目。

17.3 The Party A shall not use such documents, data and other information received from the Party B for any purpose other than the fulfillment of obligations referred to in this contract. Similarly, the Party B shall not use such documents, data and other information received from the Party A for any purpose other than the execution of works under this contract or such other work and services as are required for the performance of the Subcontract.

甲方不得将从乙方收到的此类文件，数据和其他信息用于履行本合同提及的义务以外的其他目的。同样，乙方不得将从甲方收到的文件，数据和其他信息用于执行本合同项下的工作或履行分包合同所需的其他工作和服务以外的任何其他目的。

17.4 The obligation of a party under paragraph 17.1 and 17. and 17.3 above, however, shall not apply to that information which:

但是，以上第 17.1 和 17.2 和 17.3 条所规定的当事方的义务不适用于以下信息：

(a)can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party hereto; or

可以被证明是在披露之时由该当事方拥有，并且先前并未直接或间接地从另一当事方获得； 要么

(b) otherwise lawfully becomes available to that party from a third party that has no

否则合法从第三方获得

17.5 The above provisions shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Subcontract in respect of the execution of works thereof.

上述规定不得以任何方式修改当事方在分包合同之日前就其执行工程所做的任何保密承诺。

17.6 The provisions of this Article 17 shall survive termination for whatever reason of the Subcontract.无论分包合同为何，本第 17 条的规定均应在终止后继续有效。

Article 18 Agreement on implementation and application of the prescribed safety measures关于实施和应用规定的安全措施的协议

18.1 During execution of the contractual obligations and during stay at the construction site, the Party B shall fully comply with all safety and health- protection rules, pursuant to the Art. 19 of the Law on Safety and Health at Work I (Official Gazette of the Republic of Serbia No. 101/2005),乙方在履行合同义务期间和在建筑工地期间，应完全遵守所有与艺术有关的安全和健康规定。 《工作中安全与健康法》（塞尔维亚共和国第 101/2005 号官方公报）第 19 条，

18.2 The Parties shall coordinate activities, relating to reduction and mitigation of risks I for personal injury of the employees, and shall inform each other, and their employees, on risks

and measures for their reduction and removal.双方应协调有关降低和减轻员工人身伤害风险 I 的活动，并应相互告知他们的员工及其减轻和消除风险的措施。

The Party B shall provide insurance for his engineers and workers engaged on Site (the accident and emergency sickness insurance must be provided). And should submit the list and ID No, of his engineers and workers to General Party A for recording (General Party A shall be notified of any changes and updates to this list in timely manner),乙方应为其在现场工作的工程师和工人提供保险（必须提供事故和紧急情况保险）。 并应将其工程师的清单和 ID 号提交给甲方进行记录（应及时将此清单的任何更改和更新通知甲方，）；

18.3 Work of the Officer for coordination for implementation of the measures for ensuring safety and health of employees, shall be performed by a representative delegated by the Party B (pursuant to the Art. 19 of the Law on Safety and Health at Work)为确保员工安全和卫生的措施的执行，协调官员的工作应由乙方委托的代表进行（根据《工作安全与健康法》第 19 条）

18.4 The Party B undertakes to provide the measures of personnel protection for his employees on the stated Subcontract Works and according to the requirements of safety company employed by General Party A and Engineer.乙方保证在规定的分包工程中，按照甲方总工程师和工程师聘用的安全公司的要求，为员工提供人员保护措施。

18.5 The Party B shall be solely and exclusively liable for each damage, or accident, sustained by his employees or third parties (including damage to their property), which arise out of execution of the Party B′ s contractual obligations or his conduct (including its omissions). The Party B, his employees or third parties, shall not have, or raise, any demands, or claims, against the General Party A on these grounds.乙方应对其雇员或第三方因执行乙方的合同义务或行为（包括其遗漏）而遭受的任何损害或事故（包括对其财产的损害）承担全部责任。 。 乙方，其雇员或第三方不得基于这些理由对甲方提出任何要求或主张。

18.6 The Parties agree that Article 18 of this Contract, shall be deemed the Agreement on implementation and application of statutory measures for safety and health protection of persons engaged at the site, by the Parties, regardless of whether such persons are engaged as employees or otherwise.双方同意，双方应将本合同第 18 条视为双方执行和实施法定措施以确保现场人员安全和健康的协议，无论该人员是否为雇员。

18.7 The Party B shall fully comply with the regulations concerning environmental protection as well as with the rules and procedures concerning conduct at the Site.乙方应完全遵守有关环境保护的规定以及有关现场行为的规则和程序。

18.8 In terms of safety at work, the Party B shall:在工作安全方面，乙方应：

- notify the relevant authority as to commencement of the Subcontract Works;
- prepare the act on the implementation of the protective measures at work;
- train his personnel for the safe work;
- determine physical/psychological capability of his personnel before allocation to work positions with special working conditions;
- fully execute instructions of the Coordinator for the works in accordance with the provisions of Article. 6 and 13 of the Regulation on safety and health at work at temporary or mobile construction sites (Official Gazette of the Republic of Serbia 14/2009 and 95/2010);
- instruments, manual or mechanical have to be technically In order, during the process of execution of the Subcontract Works. Instruments, which are subject to periodical examination, must have a valid professional certificate at the moment of execution of the Subcontract Works.

□就转包工程的开始通知有关当局;
□准备工作中实施保护措施的法案;
□培训人员的安全工作;
□在分派到具有特殊工作条件的工作岗位之前，确定其人员的身体/心理能力;
□按照本条规定，充分执行协调员的工作指示。
《临时或移动建筑工地工作安全与卫生条例》第6和13条（塞尔维亚共和国官方公报14/2009和95/2010）;
□在分包工程的执行过程中，必须严格按照技术要求进行人工或机械操作。
进行定期检查的仪器在分包工程执行时必须具有有效的专业证书。

Article 19 Assignment 分配

19.1 The Party B shall not, without the express prior written consent of the Party A, assign to any third party the Subcontract or any part thereof, or any right, benefit, obligation or interest therein or thereunder.未经乙方事先明确书面同意，乙方不得将分包合同或其任何部分，或其任何或任何权利，利益，义务或利益，转让给任何第三方。

19.2 This contract is made in four counterparts, with two held by party A and two held by party B. 该合同由四个对等方订立，其中两个由甲方持有，两个由乙方持有。

Signed by:

For and on behalf of Party A:

Mr. Zivoslav Marjanovic

Name of the representetive, Director

For and on behalf of Party B:

Mr. Драган Бешић

Name of the representetive,